

- (c) Both Morrell and Producer shall also send all notices to:
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SECTION 12. WAIVERS. Failure of Morrell or Producer to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any right or remedies provided herein, or by law, or to properly notify either party in the event of a breach, or the acceptance of payment for any of the warranties or obligations of this Agreement, shall not be deemed a waiver of any right by either party to insist upon strict performance hereof, or any of its rights or remedies as to any such goods regardless when shipped, received or accepted, or as to any prior or subsequent default hereunder, not shall any purported oral modification operate as a waiver of any of the Agreement's terms.

#### SECTION 13. INTERPRETATION.

- (a) The section and subsection headings in this Agreement are for convenience only, and shall not be considered a part of or used in the interpretation of this Agreement.
- (b) The Exhibits and Schedules referred to herein and attached hereto shall be considered a part of this Agreement as if they were set forth in full in the body of this Agreement.

#### SECTION 14: ASSIGNMENT

- (a) This Agreement may not be assigned, nor may the performance obligations of Producer to deliver Market Hogs to Morrell be sold or transferred to any other person or entity without Morrell's prior written approval. Morrell shall have the right in its sole discretion to agree or not agree to any such proposed transfer or sale. The parties understand and agree that Morrell's decision to enter into this Agreement was made in reliance on Producer being the person or entity to deliver Market Hogs to Morrell.